

CONTRACT TERMS AND CONDITIONS

BACKGROUND

- 1 Lifestyle Trader, Pty Ltd ("You") provides training for consumers to educate themselves as to trading in stocks, options, forex or commodities ("the training packages").
- 2 You also, on its own behalf or as agent for others, provides data feed services and the entitlement to use software in conjunction with those data feed services, which can assist in the trading of stocks and options, forex or commodities ("the data feed services").
- 3 I have decided to purchase the training package, as marked overleaf, and otherwise in accordance with these terms and conditions.

1 AGREEMENT

- 1.1 I agree to pay for the Lifestyle Trader training package in the manner that is indicated. I agree that if any payment is refused or dishonoured, the balance of the price will become immediately due and owing and may be recovered as a liquidated debt. I further agree that in the event that any payment is refused or dishonoured, then You may cease the provision of any further service to me and that You will not be liable for any loss that I suffer by reason of that cessation.
- 1.2 In the event that You agree to refund to me any part of your training package fee, then I will return it to You your training package and any copies or other documents relating to it in good order and condition.
- 1.3 I acknowledge that all monthly service charges are automatically charged/debited the same day each month, until cancelled. Monthly charges will automatically renew each month. To cancel any monthly product, I acknowledge that I must deliver a written termination notice (via fax or email, return receipt requested) at least ten (10) calendar days before the monthly charge is scheduled to be charged/debited. I acknowledge that there will be no partial or pro rata refunds.

2 RESERVATIONS AND ACKNOWLEDGEMENTS

- 2.1 I acknowledge that the training package and the data feed does not constitute a recommendation or an offer to buy or sell any particular financial product, and that the information provided is of general research and notice of specific indicators as shown in market analysis software programs.
- 2.2 I acknowledge that the purchase, sale, or advice regarding any stocks, options, forex or commodity trade can only be made in conformity with applicable state and/or federal laws. I acknowledge that I have been advised to speak with a licensed financial adviser of my choice regarding the suitability of investing in any particular investment or engaging in any particular investment strategy.
- 2.3 I acknowledge that You are the proprietor of the intellectual property and copyright in and to the training package and that it may not be reproduced or disseminated in any form. I acknowledge that my failure to observe this requirement may cause You to suffer loss and damage which I will be responsible to pay.
- 2.4 I acknowledge that financial trading is not suitable for many members of the public, and that I have been requested to carefully consider whether this type of training is appropriate for me given that it involves the risk of substantial losses.
- 2.5 I acknowledge that the financial markets can be volatile and that past performance indicators are not necessarily indicators of present or future performance.
- 2.6 I also acknowledge that the Lifestyle Trader Training Package includes a ticket to an advanced Lifestyle Trader Workshop held in an exotic location. As this portion of the program is held outside of Australia it is considered an export sale therefore GST is only payable on the balance of the program.

3 LIMITED RIGHT OF REFUND

- 3.1 I acknowledge that I also have the entitlement to request a refund of the original purchase price of the product, less \$750 processing fee, up to 90 days from the date of this agreement. I also acknowledge that I may keep the laptop provided. I must return to you the original copies (and any other copies) of the training package in an "as new" condition.

INITIAL HERE: _____

4 RELEASE

- 4.1 To the fullest extent possible at law, I release You from any claim action or demand arising from my incurring of any loss, cost or damage by reason of my use of the training package and or the data feed services and I acknowledge that You will not be under any liability to me for any such loss, including any loss arising from an interruption to the data feed services.
- 4.2 Notwithstanding any provision to the contrary, in no case shall your liability to me exceed the total amount of the fees that I have paid to You in respect of this agreement.

Signature: _____ Date: _____

Lifestyle Trader Pty Ltd, does not take into account the investment objectives, financial situation and individual needs of any particular client when providing general trading advice with the Lifestyle Trader software. Before making an investment or trading decision on the basis of any information provided by us, you need to consider, with or without the assistance of a personal financial adviser, whether the advice is appropriate in the light of your own investment needs, objectives and financial circumstances."

Lifestyle Trader Pty Ltd, is an authorised representative (#286345) of Lifestyle Investor Services Pty Ltd - ACN 120 224 482 (AFSL#325184)